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STATE OF NEVADA



JACKIE CRAWFORD
Director

DEPARTMENT OF CORRECTIONS

Leading Nevada Corrections Into the Future

P.O. Box 7011
Carson City, NV 89702
(775) 887-3347
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**Medical Equipment Maintenance
Solicitation No. 10283**

October 30, 2003

Subject: Medical Equipment Solicitation

The State of Nevada Department of Corrections is seeking proposals from qualified vendors for Medical Equipment Maintenance. It is the State's intent to enter into a contract with an independent contractor who has experience in meeting the various needs of this solicitation. These needs will include: The awarded contractor to provide on-site inspection, calibration, routine maintenance, in service training to staff as necessary on prison system medical equipment at eight (8) facilities on a bi-annual basis. It is anticipated that this contract will commence January 15, 2004, upon Board of Examiner's approval for an initial two-year period.

Your response should address, at a minimum, the following:

- The inspection shall consist of operation verification and electrical safety inspection of all equipment;
- Performance Assurance Inspection of all applicable equipment;
- Equipment requiring calibration will be checked and recalibrated;
- Equipment requiring routine/preventive maintenance will be serviced;
- Labeling of all inspected equipment with an inspection performed/certified label;

- Documentation: All inspections will be individually and fully documented. An inspection report will be provided detailing inspection findings;
- All parts and labor to be included;
- In-service training for the staff will be provided, as necessary, to facilitate the proper use of covered medical equipment and avoid any unnecessary repairs;
- Any equipment requiring major repairs will be identified to the appropriate Director of Nursing Services;
- All major repairs will be handled separately outside of this contract;
- The geographic regions you will provide service, i.e., statewide, North, South, Ely;
- A copy of your Certificate of Insurance;
- A copy of an applicable city or county business license;
- Contact person, and telephone number for service inquiries;
- Provide a minimum of three references;
- Company ownership and length of time in business;

NDOC will:

- Provide applicable disposable and consumable items to properly perform inspections and services. These supplies include, but are not limited to; batteries, recorder paper, IV sets, etc.
- Provide full, free and safe access to the Equipment to be inspected on the scheduled inspection dates.

Attached to this request you will find the State's standard Contract for Services of Independent Contractor form for your review. Please give special consideration to section 16, as this identifies the insurance limits contracted vendors will be expected to maintain for the life of the contract.

Questions regarding this solicitation should be sent to the person identified below, in writing, no later than November 14, 2003 2:00 p.m. PST. Questions may be sent by fax to (775) 887-3343, or e-mail cphenix@ndoc.state.nv.us. The state will respond in writing on or about November 21, 2003 to all vendors who submit questions.

Please provide your written response no later than December 2, 2003 at 2:00 p.m., PST. Your proposal must be addressed to NDOC Purchasing, Attn: Christine Phenix, 5500 Snyder Ave, Carson City, NV 89701. Should you have any questions please do not hesitate to contact me at (775) 887-3347.

Sincerely,

Christine Phenix
Acting Contract Manager

FACILITIES INCLUDE:***North***

Northern Nevada Correctional Center (NNCC)

1721 E. Snyder Ave.

Carson City, NV 89701

Nevada State Prison (NSP)

3301 E. 5th St.

Carson City, NV 89702

Warm Springs Correctional Center (WSCC)

3301 E. 5th St.

Carson City, NV 89702

Lovelock Correctional Center (LCC)

1200 Prison Rd

Lovelock, NV 89419

South

Southern Desert Correctional Center (SDCC)

Cold Creek Road

Indian Springs, NV 89018

High Desert State Prison (HDSP)

22010 Cold Creek Road

Indian Springs, NV 89070

Jean Conservation Camp (JCC)

1 Prison Road

Jean, NV 89026

Ely

Ely State Prison (ESP)

(Maximum Prison Facility)

4569 N. State Rt. 490

Ely, NV 89301

You can also view these facilities on our website

www.ndoc.state.nv.us

Please see attached equipment lists for each facility.

Inspection Data Worksheet

NORTHERN NEVADA CORRECTIONAL CENTER (NNCC)

| Equipment Name | Manufacturer | Model Number | Serial No. or Asset Tag Number | Inspection Interval (Months) | Location |
|--------------------------|---------------------|--------------|-----------------------------------|------------------------------------|---------------|
| Thermometer | Sherwood | F-1500 | L932986 | 6 | Exam room |
| Defibrillator | Burdick | Medic 6 | 2027 | 6 | Nurse station |
| Suction Pump | Armstrong medical | 2500 | 691 | 6 | Nurse station |
| Microscope | Swift | Series 3200 | 152098 | 6 | Exam room lab |
| Centrifuge | Drucker | 611T | F94-84 | 6 | Exam room lab |
| Centrifuge | Drucker | 613B | L97-237 | 6 | Exam room |
| Ultrasound | Mettler | ME70L | 14529031 | 6 | Dialysis |
| Treadmill | Quinton | Q55 | 0308-001-1452 | 6 | Floats |
| Stress Treadmill | Quinton | Q4000K | 00257-005-3142 | 6 | Dialysis |
| Oxygen Concentrator | DeVilbiss | MC44D | 24509 | 6 | Floats |
| Oxygen Concentrator | Allied Healthcare | T14945 | 19990915002 | 6 | Floats |
| Thermometer | Welch Allyn | 679 | 1162140 | 6 | Infirmiry |
| Pulse Oximeter | Nellcor | NPB-40 | G01821139 | 6 | Floats |
| Oxygen Concentrator | Allied Healthcare | T14945 | 19990915007 | 6 | Floats |
| Oxygen Concentrator | Allied Healthcare | T14945 | 19990915004 | 6 | Floats |
| Oxygen Concentrator | Allied Healthcare | T14945 | 19990915005 | 6 | Floats |
| Oxygen Concentrator | Allied Healthcare | T14945 | 19990915011 | 6 | Floats |
| Oxygen Concentrator | Allied Healthcare | T14945 | 199908311002 | 6 | Floats |
| Oxygen Concentrator | Allied Healthcare | T14945 | 19990915014 | 6 | Floats |
| Oxygen Concentrator | Allied Healthcare | T14945 | 19990915013 | 6 | Floats |
| Oxygen Concentrator | Allied Healthcare | T14945 | 19990915006 | 6 | Floats |
| Oxygen Concentrator | Allied Healthcare | T14945 | 19990915009 | 6 | Floats |
| Oxygen Concentrator | Puritan Bennett | 590 | 0196G135763 | 6 | Floats |
| Defibrillator | Physio Control | LifePak 6S | 36358 | 6 | Exam room 233 |
| X-Ray Illuminator | Graham Field | 102D | | 6 | Exam room 235 |
| Gooseneck Lamp | Nightingale | | | 6 | Exam room 233 |
| Suction Pump | Armstrong medical | 2500 | 706 | 6 | Exam room 233 |
| Exam Table | Midmark | 100 | 197480 | 6 | Exam room 233 |
| Infusion Pump | Baxter | 6200 | 8530 | 6 | Exam room 233 |
| Wall Transformer | Welch Allyn | 74710 | | 6 | Exam room 233 |
| X-Ray Illuminator | American Med. Sales | 102D | | 6 | Triage 166 |
| Thermometer | Sherwood | F-1500 | L9322988 | 6 | Triage 166 |
| Monitor | Criticare | 506DXN2 | 102421576 | 6 | Triage 166 |
| Wall Transformer | Welch Allyn | 74710 | 148 | 6 | Triage 166 |
| Thermometer | Welch Allyn | 679 | 1161639 | 6 | Triage 166 |
| Gooseneck Lamp | Graham Field | | | 6 | Trauma 136 |
| X-Ray Illuminator | American Med. Sales | | 00155 | 6 | Trauma 136 |
| Exam Lamp | Sybon Corp. | 304 | M00222 | 6 | Trauma 136 |
| Electrical Surgical Unit | MDT | Specialist | HN2001 | 6 | Trauma 136 |

Inspection Data Worksheet
NORTHERN NEVADA CORRECTIONAL CENTER (NNCC)
Continued

| Equipment Name | Manufacturer | Model Number | Serial No. or Asset Tag Number | Inspection Interval (Months) | Location |
|------------------------|---------------------|---------------------|---|---|-----------------|
| Spirometer | Puritan Bennett | PB110 | B111163 | 6 | Exam room 188 |
| Wall Transformer | Welch Allyn | 74710 | | 6 | Exam room 188 |
| Exam Table | Midmark | 104 | | 6 | Exam room 188 |
| X-Ray Illuminator | American Med. Sales | 102D | | 6 | Exam room 188 |
| Short wave Diathermy | IME | 1000 | A2805816UL | 6 | Exam room 188 |
| Gooseneck Lamp | Graham Field | | | 6 | Exam room 188 |
| X-Ray Illuminator | Graham Field | 102D | | 6 | Exam room |
| Exam Table | Midmark | 100 | | 6 | Exam room 187 |
| Wall Transformer | Welch Allyn | 74710 | | 6 | Exam room 187 |
| Exam Table | Midmark | 100 | | 6 | Exam room 186 |
| Wall Transformer | Welch Allyn | 74710 | | 6 | Exam room 186 |
| X-Ray Illuminator | American Med. Sales | 102D | | 6 | Exam room 186 |
| Gooseneck Lamp | Graham Field | | | 6 | Exam room 186 |
| X-Ray Illuminator | American Med. Sales | 102D | | 6 | Exam room 182 |
| Exam Table | Midmark | 100 | | 6 | Exam room 182 |
| Wall Transformer | Welch Allyn | 74710 | 00159 | 6 | Exam room 182 |
| Wall Transformer | Welch Allyn | 74710 | | 6 | Exam room 181 |
| Exam Table | Midmark | 100 | | 6 | Exam room 181 |
| Gooseneck Lamp | Graham Field | | | 6 | Exam room 181 |
| X-Ray Illuminator | American Med. Sales | 102D | | 6 | Exam room 181 |
| Hospital Bed | Easycare | B684 | | 6 | Infirmery |
| Hospital Bed | Easycare | B684 | | 6 | Infirmery |
| Hospital Bed | Easycare | B684 | | 6 | Infirmery |
| Hospital Bed | Easycare | B684 | | 6 | Infirmery |
| Hoyer Lift | | CIALA | 0301L0636 | 6 | |
| Thermometer | W/A Electric | 679 | 1161639 | 6 | |
| Thermometer | W/A Electric | 679 | 2503628 | 6 | |
| Thermometer | W/A Electric | 679 | 3220.47 | 6 | |
| Pulse Oximeter | Nelcore | | | 6 | |
| Pulse Oximeter | Nelcore | | | 6 | |
| Pulse Oximeter | Nelcore | | | 6 | |
| Transformer Opthal/oto | Welch Allyn | | | 6 | on order |
| Autoclave | | | | 6 | on order |
| Autoclave | | | | 6 | on order |

Inspection Data Worksheet Nevada State Prison (NSP)

| Equipment Name | Manufacturer | Model Number | Serial No. or Asset Tag Number | Inspection Interval (Months) | Location |
|---------------------------|--------------------|---------------|--------------------------------------|------------------------------------|-------------------------|
| Pulmonary Function Tester | Puritan Bennett | PB110 | B202030 | 6 | Front Desk |
| Steam Incubator | 3M | 116 | 105007 | | Dental |
| Grinder/Lathe | Baldor | 350T | 1076 | | Dental |
| Amalgamator | Henry Schein | S1-A | 1515 | | Dental |
| Ultrasonic Cleaner | Mettler | ME4.G | 61M14542 | | Dental |
| Autoclave | Ritter | M9D-001 | FF001638 | | Back Side of medical |
| X-Ray Viewer | S&S X-ray Products | 451D8 | N/A | | Exam Room |
| Autoclave | Ritter | M9D | FF001122 | | Dental |
| Gooseneck Lamp | Nightingale | | | | Exam Room |
| Gooseneck Lamp | | | | | Exam Room |
| Cast Saw | Martin | | | | Exam Room |
| Electrical Surgical Unit | BONIE | Specialist | CK2004 | | Exam Room |
| Exam Table | Hausmann | Powermatic | 5021 | | Exam Room |
| Defibrillator | Burdick | Medic 4 | 652 | | Crash Cart |
| Patient Monitor | Protocol | Pro Paq 102EL | MC05517 | | Lab Room |
| Centrifuge | Drucker | 613B | K97-26 | | |
| Suction Unit | Laerdal | | 071494 | | Crash Cart |
| Pump | Schuco | 5711-120 | E46046 | | Exam Room |
| Oto-Opthalmoscope | Welch Allen | 74700 | | | Exam Room |
| Oxygen Concentrator | Allied Health Care | T14945 | 19990915003 | | Exam Room |
| Oxygen Concentrator | Allied Health Care | T14945 | 19990915002 | | Lab Room |
| Pulse Oximeter | Nellcor | PBP-40 | 601821281 | | Exam Room |
| UltraViolet Hand Lamp | Spectrolive | Q12 | 85391 | | Exam Room |

Inspection Data Worksheet Warm Springs Correctional Center (WSSC)

| Equipment Name | Manufacturer | Model Number | Serial No. or Asset Tag Number | Inspection Interval (Months) | Location |
|--------------------------|-------------------|---------------|--------------------------------------|------------------------------------|----------|
| AED-Defibrillator | Laerdal | FR2 | 501033619 | | |
| Autoclave | Ritter | M90 | RF001120 | | |
| Ultrasonic Cleaner | Henry Schein | H-Schein | 99153-330977 | | |
| Ultraviolet Exam Lamp | Luxo | 164010 | | | |
| Otoscope/Ophthalmoscope | Welch Allyn | 74711 | | | |
| Gooseneck Lamp | Graham Field | | | | |
| Suction Pump | Schuco-Vac | 5711130 | 21191 | | |
| X-Ray Viewer | General Electric | 11FV1 | | | |
| Autoclave | Ritter | M7 Speedclave | | | |
| Steam incubator - Attest | 3M | 116 | 104387 | | |
| Microscope | Swift | 8456963 | | | |
| Amalgamator | Henry Schein | S-1A | 8986 | | |
| Cavitron | Dentsply/Lavitron | 101M | 83848 | | |
| Light Curer | Caulk/Dentsply | 106 | 26279 | | |
| Grinder | Baldor | 225 | | | |
| Compressor/Vacuum Pump | Schuco-Vac | 5711 130 | | | |
| Otoscope/Ophthalmoscope | Welch Allyn | 74710 | | | |
| Ophthalmoscope | Propper | | | | |
| Suction Unit | Laerdal | 2354 | 73240 | | |
| Instant Thermometer | Thermoscan | | | | |
| Defibrillator | Nikon Kohden | TEC-71000A | 20398 | | |
| Nebulizer | Devilbiss | 5650D | D3725157. | | |
| Pulse Oximeter | Health Dyne | 920 | 102503784 | | |
| Exam Table | Ritter | | | | |
| Dental Blender | Whalednet | PM19 | R1050431 | | |
| Glass Bead Sterilizer | Patterson | | L-1A17-379-B | | |

Inspection Data Worksheet Lovelock Correctional Center (LCC)

| Equipment Name | Manufacturer | Model Number | Serial No. or Asset Tag Number | Inspection Interval (Months) | Location |
|-------------------------|---------------------|---------------|--------------------------------------|------------------------------------|-------------|
| Suction Pump | Shuco | 102 | 608809 | 6 | Room 1 |
| Otoscope/Ophthalmoscope | Welch Allyn | 767 | | 6 | Room 1 |
| Exam table | Ritter | 100-005 | BS 051865 | 6 | Room 1 |
| X-ray Light | General Electric | | | 6 | |
| Gooseneck Lamp | | | | 6 | |
| Pneumo Check | Welch Allyn | 6100 | 6094151 | 6 | Room 1 |
| Otoscope/Ophthalmoscope | Welch Allyn | 767 | | 6 | Trauma |
| Otoscope/Ophthalmoscope | Welch Allyn | 767 | | 6 | Room 2 |
| Exam table | Ritter | 100-005 | 85-051863 | 6 | Room 2 |
| X-ray Light | General Electric | | | 6 | Exam Room 2 |
| Exam table | Ritter | 100-005 | BS 051864 | 6 | Room 3 |
| Otoscope/Ophthalmoscope | Welch Allyn | 767 | | 6 | Room 3 |
| X-ray Light | General Electric | | | 6 | Exam Room 3 |
| Pulse Oximeter | BCI | 71050H1 | 250116371 | 6 | Trauma |
| Portable Suction | SSCOR, Inc. | SSCORT III | | 6 | |
| Thermometer | Sherwood | F 1500 | L9514144 | 6 | |
| Thermometer | Sherwood | F 1500 | L9513084 | 6 | |
| ECG Monitor | Protocol | Propaq 102 EL | BD 02517 | 6 | Trauma |
| ESU | Bovie | Specialist | FP 2005 | 6 | Trauma |
| X-ray Light | General Electric | | | 6 | Trauma |
| O2 Concentrator | Timeter Instruments | VO2 | 19990831001 | 6 | Trauma |
| Defibrillator | Physio Control | LP9A | 11724 | 6 | |
| Suction Pump | Schuco | 130 | 39500007976 | 6 | Trauma |
| Exam table | Ritter | 119 | B4003009 | 6 | Trauma |
| Ultrasound | Mettler | 716 | 45C627 | 6 | |
| Whirlpool | Ferno Ille | 100 SAMS | 187735192 | 6 | |
| Stress Test Monitor | Quinton | 4000 | 00257-005-3531 | 6 | |
| Treadmill | Quinton | Q 55 | 00308-001-3060 | 6 | |
| Microscope | Bristoline | Halsogen | 950111 | 6 | |
| Incubator | 3M | 116 | 1408C4 | 6 | Lab |
| Autoclave | Ritter | M7 | 13163 | 6 | Lab |
| Centrifuge | Clay Adams | Compact II | 3500 | 6 | Lab |
| Dental Chair | Healthco | | 31749393 | 6 | |
| Exam Light | Healthco | | | 6 | |
| X-ray Viewer | | | | 6 | |
| Light Curer | Kerr | Optilux 500 | 5804423 | 6 | |

Inspection Data Worksheet
Lovelock Correctional Center (LCC)
Continued

| Equipment Name | Manufacturer | Model Number | Serial No. or Asset Tag Number | Inspection Interval (Months) | Location |
|-----------------------|---------------------|---------------------|---|---|-----------------|
| Ultrasonic Descaler | Dentsply Cavitron | 3000 | 110-24905 | 6 | |
| Dental Chair | Healthco | | 31750093 | 6 | |
| Exam Light | Healthco | | | 6 | |
| X-ray Viewer | | | | 6 | |
| Ultrasonic Cleaner | Henry Schein | | | 6 | |
| Autoclave | Tuttnauer | 2450 M | 9603302 | 6 | Dental |
| Grinder | Redwing | 26A | 22197 | 6 | Dental |
| Vibrator | Ney | | | 6 | Dental |
| Incubator | 3M | 116 | 140803 | 6 | Dental |
| Automix Shaker | Kerr | 23425 | 11348 | 6 | |
| Vacuum Sealer | Buffalo | STA VAC | | 6 | |
| Lensmeter | Marco | 101 | 27940 | 6 | |
| Ophthalmic Instrument | Marco | 1255 MG | 97Q06 | 6 | |
| Ophthalmic Instrument | Reichert | 12084 | 12587 | 6 | |
| Nebulizer | Schuco | S3000 | 40300036725 | 6 | Trauma |
| AED | Welch Allyn | 970214E | | 6 | Mandown Bag |
| Vital Signs Monitor | Welch Allyn | 52000 | 20030 5270 | 6 | |
| O2 Concentrator | Mark 5 | M5C5 | 9523531 | 6 | Trauma |
| Thermometer | Welch Allyn | Braun | | | |
| Pulse Oximeter | BCI | 203/106 | 704483195 | | Mandown Bag |

Inspection Data Worksheet

Southern Desert Correctional Center (SDCC)

| Equipment Name | Manufacturer | Model Number | Serial No. or Asset Tag Number | Inspection Interval (Months) | Location |
|--------------------|---------------|--------------|--------------------------------------|------------------------------------|----------|
| Ultrasonic Cleaner | 4R | 2014 | 149803 | 6 | Dental |
| X-ray Viewer | American Med. | 201 | 7396 | 6 | |
| X-ray Viewer | American Med. | | | 6 | |
| Hyfrecator | Birtcher | 733 | EE124E17402 | 6 | |
| Defibrillator | Burdick | Medic4 | | 6 | |
| Exam Light | Burton | 11410 | 8190 | 6 | |
| Exam Ceiling Light | Burton | 71203 | 87226 | 6 | |
| Centrifuge | Clinaseal | CSGC | 6734 | 6 | |
| Centrifuge | Clinaseal | CSGC | 11196 | 6 | |
| Centrifuge | Clinaseal | CSGC | 11197 | 6 | |
| Scale, Floor | Healthometer | | HJP400 | 6 | |
| Suction Unit | Laerdal | | 72900 | 6 | |
| Exam Lamp | Leviton | | G3106 | 6 | |
| Ultrasound | Medco Prod. | TWIC IC50 | 8202091 | 6 | |
| O2 Concentrator | Oxycon Inc. | 500 | 5940402 | 6 | |
| Autoclave | Ritter | m(d | FF00132 | 6 | Dental |
| Autoclave | Ritter | M9 | FF001117 | 6 | |
| Exam table | Ritter | 100 | BS023024 | 6 | |
| Exam table | Ritter | 100 | | 6 | |
| Suction Unit | Schuco | 130 | 721 | 6 | |
| Suction Unit | Schuco | | | 6 | |
| Microscope | Swift | 8456694 | 846911 | 6 | |
| O2 Concentrator | Timeter | T14945 | 19991 | 6 | |
| Traction Table | True Tac | Stationary | | 6 | |
| Gooseneck Lamp | Underwriters | | | 6 | |
| Ophthalmoscope | Welch Allyn | 74710 | 25020 | 6 | |
| Ophthalmoscope | Welch Allyn | 74710 | | 6 | |
| Ophthalmoscope | Welch Allyn | 74710 | | 6 | |

Inspection Data Worksheet High Desert State Prison (HDSP)

| Equipment Name | Manufacturer | Model Number | Serial No. or Asset Tag Number | Inspection Interval (Months) | Location |
|----------------------------|--------------|--------------|--------------------------------------|------------------------------------|----------------|
| Sphygmomanometer | Tycos | CE0050 | 3171860 | | Graham |
| Otoscope | Welch Allyn | | | | Mumford |
| Sphygmomanometer | Tycos | CE0050 | 3172058 | | Mumford |
| X-Ray Viewer | Maxant | Techline | | | Mumford |
| Otoscope | Welch Allyn | | | | Hanf |
| Sphygmomanometer | Trimline | CE0086 | | | Hanf |
| X-Ray Viewer | Maxant | Techline | | | Hanf |
| Autoclave | Ritter | M9-001 | 0M0242323 | | Autoclave |
| Impulse Sealer | Carerite | CD-200 | | | Autoclave |
| Suction Machine | Gomco | 6037 | 200010424032 | | Autoclave |
| Lensometer | Topcon | C1-1500 | 421179 | | Ophthalmic |
| Slit Lamp and Exam unit | Marco | 1255 MG | 00H07 | | Ophthalmic |
| Exam Chair | Marco | 1280 | 00K0519 | | Ophthalmic |
| Vital Signs Machine | Welch Allyn | 52000 | 20014166 | | Infirmary |
| IV Pump | Baxter | 6800 | 008525 | | Infirmary |
| Otoscope | Welch Allyn | | | | Infirmary |
| Sphygmomanometer | Trimline | CE0086 | | | Infirmary |
| Exam Table | Ritter | 3A1 | | | Infirmary |
| X-Ray Viewer | Maxant | Techline | | | Infirmary |
| Gooseneck Light | Nightingale | BC-26549 | | | Infirmary |
| Pulmonary Function Machine | Epson | FX-1050 | 129 | | Nurses Station |
| Exam Light | Burton | 31603 | 9399 | | Graham |
| Compact Suction | Laerdal | 880002 | L4347 | | Trauma B |
| Cast Saw Cutter | Stryker | 9002-210 | 11H81 | | Trauma B |
| Centrifuge | Vulcon Tech | C56C | 11312 | | Lab |
| Centrifuge | Vulcon Tech | C56C | 11323 | | Lab |
| Centrifuge | Vulcon Tech | C56C | 11332 | | Lab |
| Refrigerator | Sanyo | SR4807X | 880508797 | | Lab |
| Otoscope | Welch Allyn | | | | Trauma B |
| Exam Table | Ritter | 119-614 | 225680 | | Trauma B |
| X-Ray Viewer | Maxant | Techline | | | Trauma B |
| Hyfrecator | ConMed | 7-900-115 | 00CGJ077 | | Trauma B |
| Defibrillator | Burdick | 115V | 2352 | | Trauma B |
| Suction Machine | Schuco | 130 | 0000222 | | Trauma B |

Inspection Data Worksheet
High Desert State Prison (HDSP)
Continued

| Equipment Name | Manufacturer | Model Number | Serial No. or Asset Tag Number | Inspection Interval (Months) | Location |
|-----------------------|---------------------|---------------------|---|---|-----------------|
| Vital Signs Machine | Welch Allyn | 52000 | 20007788 | | Nurses Station |
| Exam Light | Burton | 0244310 | 0022102 | | Trauma B |
| Trauma Clock | Rayland | | | | Trauma B |
| Otoscope | Welch Allyn | | | | Trauma B |
| Exam Table | Ritter | 319003 | HH001310 | | Trauma A |
| X-Ray Viewer | Maxant | | | | Trauma A |
| Nebulizer | DeVilbiss | 5650D | D3465141 | | Trauma A |
| Exam Light | Burton | 0244310 | 002261 | | Trauma A |
| Trauma Clock | Rayland | | | | Trauma A |
| Otoscope | Welch Allyn | | | | Graham |
| X-Ray Viewer | Maxant | | | | Graham |
| X-Ray Viewer | Maxant | Techline | | | X-Ray |
| Hot Light | Radiation Concepts | | 00554 | | X-Ray |
| Fan | Holmes | HAOF-85 | | | X-Ray |
| Saerlight | | 72548 | | | X-Ray |
| Portable Lamp | | 11660 | | | X-Ray |
| Suction Machine | Schuco | 12870000222 | | | Infirmery |
| Pulmo Aid | DeVilbiss | 56500 | 03465139 | | Infirmery |
| Pulmo Aid | DeVilbiss | 56500 | 03465142 | | Infirmery |
| Oxygen Concentrator | Timeter | VO2 | | | Infirmery |
| Oxygen Concentrator | Timeter | VO2 | | | Infirmery |
| Oxygen Concentrator | Timeter | VO2 | | | Infirmery |
| Oxygen Concentrator | Timeter | VO2 | | | Infirmery |
| Oxygen Concentrator | Timeter | VO2 | | | Infirmery |
| Oxygen Concentrator | Timeter | VO2 | | | Infirmery |
| Baldor Lathe | Baldor | D8-93 | L35-243460 | | Dental Lab |
| Bench Light | | | 94183 | | Dental Lab |
| Emesco | | 92N | 131616 | | Dental Lab |
| Vibrator | | | 198-97 | | Dental Lab |
| Model Trimmer | WhipMix | 38 | 5KH34QN9650 | | Dental Lab |

High Desert State Prison (HDSP) Continued

| Equipment Name | Manufacturer | Model Number | Serial No. or Asset Tag Number | Inspection Interval (Months) | Location |
|-----------------------|--------------------|--------------|--------------------------------------|------------------------------------|------------|
| Ultrasonic | L&R Mfg. | LU | L7999808 | | Dental Lab |
| Baldor Lathe | Baldor | 437B | F1277 | | Dental Lab |
| Curing Pot | Weck | | | | Dental Lab |
| Trituator/Amalgamator | Capmaster | 106014 | C09395 | | Dental |
| Intra Oral X-Ray | Gendex | GX-900 | 46-404900G1 | | Dental |
| Cure Light | Optilux | VCL-401 | 4764428 | | Dental |
| Cure Light | Optilux | VCL-401 | 4763656 | | Dental |
| Cavitron | Advance Technology | TPC-M31 | 11100555 | | Dental |
| GX Pano | Gendex | 56500 | 201-145698DP | | Dental |
| Tubehead | Gendex | | 46437-660G20 | | Dental |
| Overhead Control | Gendex | | 110-0080G1 | | Dental |
| Cone Panoramic only | Gendex | | 46-154870G3 | | Dental |
| Delta 10" Sterilizer | Pelton & Crane | HF-10" | HF007202 | | Dental |
| Delta 8" Sterilizer | Pelton & Crane | HE-8" | HE003618 | | Dental |
| E3000 Dental Chair | Den-tal EZ, Inc. | DE1-002-115 | L0293 | | Dental |
| E3000 Dental Chair | Den-tal EZ, Inc. | DE1-002-115 | L0293 | | Dental |
| E3000 Dental Chair | Den-tal EZ, Inc. | DE1-002-115 | L0292 | | Dental |
| AXCS Operatory Light | Den-tal EZ, Inc. | AXCS | 21282 | | Dental |
| AXCS Operatory Light | Den-tal EZ, Inc. | AXCS | 20972 | | Dental |
| Heat Sealer | Nuclave | | 34J9 | | Dental |
| Ultrasonic cleaner | Mettler | ME11 | 30G5304 | | Dental |
| X-Ray Viewer | American Medical | RR201 | 10611 | | Dental |
| X-Ray Viewer | Healthex | | | | Dental |
| X-Ray Viewer | Maxant | | | | Dental |

Inspection Data Worksheet

Jean Conservation Camp (JCC)

| Equipment Name | Manufacturer | Model Number | Serial No. or Asset Tag Number | Inspection Interval (Months) | Location |
|-------------------|--------------|--------------|--------------------------------------|------------------------------------|----------|
| Weight Scale | Seca | | | | |
| Autoclave | Pelton Crane | | | | |
| Pulmo-Aide | DeVilbis | | | | |
| Centrifuge | Clinaseal | | | | |
| Portable Lamp | | | | | |
| Exam Table | Ritter | 304 | | | |
| Diagnostic System | Welch Allyn | 767 | | | |

Inspection Data Worksheet Ely State Prison (ESP)

| Equipment Name | Manufacturer | Model Number | Serial No. or Asset Tag Number | Inspection Interval (Months) |
|---------------------------------|-------------------|-------------------|--------------------------------------|------------------------------------|
| MARCO LENSMETER | MARCO | 101AC115V 50-60HZ | 188619(NV) | 6 |
| HOT BOX | WESTERN | 5060 300W/2.5A | 789 | 6 |
| TOP CON SL-ZE | TOP CON | 624208V | 188620(NV) | 6 |
| INSTRUMENT ARM | RICHT | 14351 | 188622(NV) | 6 |
| VERTICAL KERATOMETER | BAUSCH-LOMB | 71-21-35 | 188623(NV) | 6 |
| REFLECTOR | REICHERT | 11082 | 188624(NV) | 6 |
| REFRIGERATOR | KENMORE | 564-9600410 | 891108826 | 6 |
| CENTRIFUGE | DRUCKER CO. | 614 | 997-56 | 6 |
| ALIUOT MIXER | HEMATEK | 4651 | E-6941 | 6 |
| MICROSCOPE | ABCO | 857926 | 187573(NV) | 6 |
| 100WAT TYPE A LAMP | MAXIUM | - | - | 6 |
| OTOSCOPE/OPHTHALMASCOPE | WELCH-ALLEN | - | - | 6 |
| OTOSCOPE/OPHTHALMASCOPE -BROKEN | WELCH-ALLEN | - | - | 6 |
| PEAK FLOW METER | WELCH-ALLEN | 76100 | 702940 | 6 |
| X-RAY HEAD | BELMONT | 11101 | 190993(NV) | 6 |
| ALMALGAMATOR | SCHEIN | 51A | 2817 | 6 |
| DENTAL CHAIR | DEL TUBE DIVISION | 2001-3A | 190991(NV) | 6 |
| DENTAL CHAIR | SCHEINE | OPZ2000 | 192730(NV) | 6 |
| GRINDER | WHALEDENT INTERN | TMFC1 | 88095284 | 6 |
| POLISHING LATHE | BALDOR | 353t | 775 | 6 |
| BIO SONICA | WHALEDENT INTERN | US100-11S | 1038024 | 6 |
| X-RAY LIGHT | STARX RAY CO. | DE 100 | - | 6 |
| SONIC CLEANER | L & R CO. | Ti418 | 135529 | 6 |
| AUTOCLAVE 2340MR | TUTLUVER | 2340MIL | 9705576 | 6 |
| MODEL VIBRATOR | - | - | C9F190162-V | 6 |
| SIZE-O-MATIC FILM BOX | MIDWEST | A802 | 188732(NV) | 6 |
| CASSETT TABLE TOP | MIDWEST | - | 188729(NV) | 6 |
| LINEAR II | MIDWEST | 7040000 | 188730(NV) | 6 |
| LINEAR II | MIDWEST | 5413100 | 188730(NV) | 6 |
| X-RAY TABLE | XMA | 5210 | 188728(NV) | 6 |
| X-RAY FILM ILLUMINATOR | S & S | VHZ 188 | 8079920 | 6 |
| CONTROL BOX | XMA 325 | - | 1888727(NV) | 6 |
| FILM PROCESSOR | KONICA | - | 188732(NV) | 6 |
| X-RAY LIGHT | AMS | 70LD | E21343 | 6 |
| PULMO AIDE | SUNRISE | 56500 | 3870477 | 6 |
| SCHUCO VAC | SCHUCO | 5711130 | 4891019 | 6 |
| SCHUCO VAC | SCHUCO | 5711120 | 608019 | 6 |
| OTOSCOPE/OTHALMASCOPE | WELCH-ALLEN | - | - | 6 |
| OTOSCOPE/OTHALMASCOPE | WELCH-ALLEN | - | - | 6 |
| LIFE PACK 300 | PHYSIC-CONTROL | 804900-1S | 13928 | 6 |
| ELECTROCORDIOGRAPH | BOVIE SPECIALIST | 500055 | 187572(NV) | 6 |

CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR

A Contract Between the State of Nevada
Acting By and Through Its

(NAME, ADDRESS, PHONE AND FACSIMILE NUMBER OF CONTRACTING AGENCY)

and

(NAME, ADDRESS, PHONE, FACSIMILE NUMBER FEDERAL ID. NUMBER OF INDEPENDENT CONTRACTOR)

WHEREAS, NRS 284.173 authorizes elective officers, heads of departments, boards, commissions or institutions to engage, subject to the approval of the Board of Examiners, services of persons as independent contractors; and

WHEREAS, it is deemed that the service of Contractor are both necessary and in the best interests of the State of Nevada;

NOW, THEREFORE, in consideration of the aforesaid premises, the parties mutually agree as follows:

1. REQUIRED APPROVAL. This Contract shall not become effective until and unless approved by the Nevada State Board of Examiners.

2. DEFINITIONS. "State" means the State of Nevada and any state agency identified herein, its officers, employees and immune contractors as defined in NRS §41.0307. "Independent Contractor" means a person or entity that performs services and/or provides goods for the State under the terms and conditions set forth in this Contract. "Fiscal Year" is defined as the period beginning July 1 and ending June 30 of the following year.

3. CONTRACT TERM. This Contract shall be effective from _____ subject to Board of Examiners' approval (anticipated to be _____) to _____, unless sooner terminated by either party as specified in paragraph (10).

4. NOTICE. Unless otherwise specified, termination shall not be effective until _____ calendar days after a party has served written notice of default, or without cause upon the other party. All notices or other communications required or permitted to be given under this Contract shall be in writing and shall be deemed to have been duly given if delivered personally in hand, by telephonic facsimile with simultaneous regular mail, or mailed certified mail, return receipt requested, postage prepaid on the date posted, and addressed to the other party at the address specified above.

5. INCORPORATED DOCUMENTS. The parties agree that the scope of work shall be specifically described; this Contract incorporates the following attachments in descending order of constructive precedence; a Contractor's Attachment shall not contradict or supersede any State specifications, terms or conditions without written evidence of mutual assent to such change appearing in this Contract:

ATTACHMENT AA: STATE SOLICITATION and ATTACHMENTS #1, ETC.;
SCOPE OF WORK

ATTACHMENT BB: CONTRACTOR'S RESPONSE

6. CONSIDERATION. The parties agree that Contractor will provide the services specified in paragraph (5) at a cost of \$ _____ per _____ (state the exact cost or hourly, daily, or weekly rate exclusive of travel or per diem expenses) with the total Contract or installments payable: _____, not to exceed \$ _____. The State does not agree to reimburse Contractor for expenses unless otherwise specified in the incorporated attachments. Any intervening end to a biennial appropriation period shall be deemed an automatic renewal (not changing the overall Contract term) or a termination as the results of legislative appropriation may require.

7. ASSENT. The parties agree that the terms and conditions listed on incorporated attachments of this Contract are also specifically a part of this Contract and are limited only by their respective order of precedence and any limitations specified.

8. TIMELINESS OF BILLING SUBMISSION. The parties agree that timeliness of billing is of the essence to the contract and recognize that the State is on a fiscal year. All billings for dates of service prior to July 1 must be submitted to the State no later than the first Friday in August of the same year. A billing submitted after the first Friday in August, which forces the State to process the billing as a stale claim pursuant to NRS 353.097, will subject the Contractor to an administrative fee not to exceed

\$100.00. The parties hereby agree this is a reasonable estimate of the additional costs to the State of processing the billing as a state claim and that this amount will be deducted from the state claim payment due to the Contractor.

9. INSPECTION & AUDIT.

- a. Books and Records. Contractor agrees to keep and maintain under general accepted accounting principles (GAAP) full, true and complete records, contracts, books, and documents as are necessary to fully disclose to the State or United States Government, or their authorized representatives, upon audits or reviews, sufficient information to determine compliance with all state and federal regulations and statutes.
- b. Inspection & Audit. Contractor agrees that the relevant books, records (written, electronic, computer related or otherwise), including, without limitation, relevant accounting procedures and practices of Contractor or its subcontractors, financial statements and supporting documentation, and documentation related to the work product shall be subject, at any reasonable time, to inspection, examination, review, audit, and copying at any office or location of Contractor where such records may be found, with or without notice by the State Auditor, the relevant state agency or its contracted examiners, the Department of Administration, Budget Division, the Nevada State Attorney General's Office or its Fraud Control Units, the State Legislative Auditor, and with regard to any federal funding, the relevant federal agency, the Comptroller General, the General Accounting Office, the Office of the Inspector General, or any of their authorized representatives. All subcontracts shall reflect requirements of this paragraph.
- c. Period of Retention. All books, records, reports, and statements relevant to this Contract must be retained a minimum three years and for five years if any federal funds are used in the Contract. The retention period runs from the date of payment for the relevant goods or services by the State, or from the date of termination of the Contract, whichever is later. Retention time shall be extended when an audit is scheduled or in progress for a period reasonably necessary to complete an audit and/or to complete any administrative and judicial litigation which may ensue.

10. CONTRACT TERMINATION.

- a. Termination Without Cause. Any discretionary or vested right of renewal notwithstanding, this Contract may be terminated upon written notice by mutual consent of both parties or unilaterally by either party without cause.
- b. State Termination for Nonappropriation. The continuation of this Contract beyond the current biennium is subject to and contingent upon sufficient funds being appropriated, budgeted, and otherwise made available by the State Legislature and/or federal sources. The State may terminate this Contract, and Contractor waives any and all claim(s) for damages, effective immediately upon receipt of written notice (or any date specified therein) if for any reason the Contracting Agency's funding from State and/or federal sources is not appropriated or is withdrawn, limited, or impaired.
- c. Cause Termination for Default or Breach. A default or breach may be declared with or without termination. This Contract may be terminated by either party upon written notice of default or breach to the other party as follows:
 - i. If Contractor fails to provide or satisfactorily perform any of the conditions, work, deliverables, goods, or services called for by this Contract within the time requirements specified in this Contract or within any granted extension of those time requirements; or
 - ii. If any state, county, city or federal license, authorization, waiver, permit, qualification or certification required by statute, ordinance, law, or regulation to be held by Contractor to provide the goods or services required by this Contract is for any reason denied, revoked, debarred, excluded, terminated, suspended, lapsed, or not renewed; or
 - iii. If Contractor becomes insolvent, subject to receivership, or becomes voluntarily or involuntarily subject to the jurisdiction of the bankruptcy court; or
 - iv. If the State materially breaches any material duty under this Contract and any such breach impairs Contractor's ability to perform; or
 - v. If it is found by the State that any quid pro quo or gratuities in the form of money, services, entertainment, gifts, or otherwise were offered or given by Contractor, or any agent or representative of Contractor, to any officer or employee of the State of Nevada with a view toward securing a contract or securing favorable treatment with respect to awarding, extending, amending, or making any determination with respect to the performing of such contract; or
 - vi. If it is found by the State that Contractor has failed to disclose any material conflict of interest relative to the performance of this Contract.
- d. Time to Correct. Termination upon a declared default or breach may be exercised only after service of formal written notice as specified in paragraph (4), and the subsequent failure of the defaulting party within 15 calendar days of receipt of that notice to provide evidence, satisfactory to the aggrieved party, showing that the declared default or breach has been corrected.
- e. Winding Up Affairs Upon Termination. In the event of termination of this Contract for any reason, the parties agree that the provisions of this paragraph survive termination:

- i. The parties shall account for and properly present to each other all claims for fees and expenses and pay those which are undisputed and otherwise not subject to set off under this Contract. Neither party may withhold performance of winding up provisions solely based on nonpayment of fees or expenses accrued up to the time of termination;
 - ii. Contractor shall satisfactorily complete work in progress at the agreed rate (or a pro rata basis if necessary) if so requested by the Contracting Agency;
 - iii. Contractor shall execute any documents and take any actions necessary to effectuate an assignment of this Contract if so requested by the Contracting Agency;
 - iv. Contractor shall preserve, protect and promptly deliver into State possession all proprietary information in accordance with paragraph (20).
11. REMEDIES. Except as otherwise provided for by law or this Contract, the rights and remedies of the parties shall not be exclusive and are in addition to any other rights and remedies provided by law or equity, including, without limitation, actual damages, and to a prevailing party reasonable attorneys' fees and costs. It is specifically agreed that reasonable attorneys' fees shall include without limitation \$125 per hour for State-employed attorneys. The State may set off consideration against any unpaid obligation of Contractor to any State agency in accordance with NRS 353C.190.
12. LIMITED LIABILITY. The State will not waive and intends to assert available NRS chapter 41 liability limitations in all cases. Contract liability of both parties shall not be subject to punitive damages. Liquidated damages shall not apply unless otherwise specified in the incorporated attachments. Damages for any State breach shall never exceed the amount of funds appropriated for payment under this Contract, but not yet paid to Contractor, for the fiscal year budget in existence at the time of the breach. Damages for any Contractor breach shall not exceed 150% of the contract maximum "not to exceed" value. Contractor's tort liability shall not be limited.
13. FORCE MAJEURE. Neither party shall be deemed to be in violation of this Contract if it is prevented from performing any of its obligations hereunder due to strikes, failure of public transportation, civil or military authority, act of public enemy, accidents, fires, explosions, or acts of God, including, without limitation, earthquakes, floods, winds, or storms. In such an event the intervening cause must not be through the fault of the party asserting such an excuse, and the excused party is obligated to promptly perform in accordance with the terms of the Contract after the intervening cause ceases.
14. INDEMNIFICATION. To the fullest extent permitted by law, Contractor shall indemnify, hold harmless and defend, not excluding the State's right to participate, the State from and against all liability, claims, actions, damages, losses, and expenses, including, without limitation, reasonable attorneys' fees and costs, arising out of any alleged negligent or willful acts or omissions of Contractor, its officers, employees and agents.
15. INDEPENDENT CONTRACTOR. Contractor is associated with the State only for the purposes and to the extent specified in this Contract, and in respect to performance of the contracted services pursuant to this Contract, Contractor is and shall be an independent contractor and, subject only to the terms of this Contract, shall have the sole right to supervise, manage, operate, control, and direct performance of the details incident to its duties under this Contract. Nothing contained in this Contract shall be deemed or construed to create a partnership or joint venture, to create relationships of an employer-employee or principal-agent, or to otherwise create any liability for the State whatsoever with respect to the indebtedness, liabilities, and obligations of Contractor or any other party. Contractor shall be solely responsible for, and the State shall have no obligation with respect to: (1) withholding of income taxes, FICA or any other taxes or fees; (2) industrial insurance coverage; (3) participation in any group insurance plans available to employees of the State; (4) participation or contributions by either Contractor or the State to the Public Employees Retirement System; (5) accumulation of vacation leave or sick leave; or (6) unemployment compensation coverage provided by the State. Contractor shall indemnify and hold State harmless from, and defend State against, any and all losses, damages, claims, costs, penalties, liabilities, and expenses arising or incurred because of, incident to, or otherwise with respect to any such taxes or fees. Neither Contractor nor its employees, agents, or representatives shall be considered employees, agents, or representatives of the State. The State and Contractor shall evaluate the nature of services and term negotiated in order to determine "independent contractor" status and shall monitor the work relationship throughout the term of the Contract to ensure that the independent contractor relationship remains as such. To assist in determining the appropriate status (employee or independent contractor), Contractor represents as follows:

This space blank intentionally

| | | <u>Contractor's Initials</u> | |
|----|---|------------------------------|-------|
| | | YES | NO |
| 1. | Does the Contracting Agency have the right to require control of when, where and how the independent contractor is to work? | _____ | _____ |
| 2. | Will the Contracting Agency be providing training to the independent contractor? | _____ | _____ |
| 3. | Will the Contracting Agency be furnishing the independent contractor with worker's space, equipment, tools, supplies or travel expenses? | _____ | _____ |
| 4. | Are any of the workers who assist the independent contractor in performance of his/her duties employees of the State of Nevada? | _____ | _____ |
| 5. | Does the arrangement with the independent contractor contemplate continuing or recurring work (even if the services are seasonal, part-time, or of short duration)? | _____ | _____ |
| 6. | Will the State of Nevada incur an employment liability if the independent contractor is terminated for failure to perform? | _____ | _____ |
| 7. | Is the independent contractor restricted from offering his/her services to the general public while engaged in this work relationship with the State? | _____ | _____ |

16. **INSURANCE SCHEDULE.** Unless expressly waived in writing by the State, Contractor, as an independent contractor and not an employee of the State, must carry policies of insurance in amounts specified in this Insurance Schedule and pay all taxes and fees incident hereunto. The State shall have no liability except as specifically provided in the Contract. The Contractor shall not commence work before:

- 1) Contractor has provided the required evidence of insurance to the Contracting Agency of the State, and
- 2) The State has approved the insurance policies provided by the Contractor.

Prior approval of the insurance policies by the State shall be a condition precedent to any payment of consideration under this Contract and the State's approval of any changes to insurance coverage during the course of performance shall constitute an ongoing condition subsequent this Contract. Any failure of the State to timely approve shall not constitute a waiver of the condition.

Insurance Coverage: The Contractor shall, at the Contractor's sole expense, procure, maintain and keep in force for the duration of the Contract the following insurance conforming to the minimum requirements specified below. Unless specifically specified herein or otherwise agreed to by the State, the required insurance shall be in effect prior to the commencement of work by the Contractor and shall continue in force as appropriate until the latter of:

1. Final acceptance by the State of the completion of this Contract; or
2. Such time as the insurance is no longer required by the State under the terms of this Contract.

Any insurance or self-insurance available to the State shall be excess of and non-contributing with any insurance required from Contractor. Contractor's insurance policies shall apply on a primary basis. Until such time as the insurance is no longer required by the State, Contractor shall provide the State with renewal or replacement evidence of insurance no less than thirty (30) days before the expiration or replacement of the required insurance. If at any time during the period when insurance is required by the Contract, an insurer or surety shall fail to comply with the requirements of this Contract, as soon as Contractor has knowledge of any such failure, Contractor shall immediately notify the State and immediately replace such insurance or bond with an insurer meeting the requirements.

Workers' Compensation and Employer's Liability Insurance

- 1) Contractor shall provide proof of worker's compensation insurance as required of Nevada Revised Statutes Chapters 616A through 616D inclusive.
- 2) Employer's Liability insurance with a minimum limit of \$500,000 each employee per accident for bodily injury by accident or disease.

If this contract is for temporary or leased employees, an *Alternate Employer* endorsement must be attached to the Contractor's workers' compensation insurance policy.

- 3) If the Contractor qualifies as a sole proprietor as defined in NRS Chapter 616A.310, and has elected to not purchase industrial insurance for himself/herself, the sole proprietor must submit to the contracting State agency a fully executed "Affidavit of Rejection of Coverage Under NRS 616B627 and NRS 617.210" form.

Commercial General Liability Insurance

- 1) Minimum Limits required:
- | | |
|------------------------------|---|
| <u>\$2,000,000.00</u> | General Aggregate |
| <u>\$</u> | Products & Completed Operations Aggregate |
| <u>\$</u> | Personal and Advertising Injury |
| <u>\$1,000,000.00</u> | Each Occurrence |
- 2) Coverage shall be on an occurrence basis and shall be at least as broad as ISO 1996 form CG 00 01 (or a substitute form providing equivalent coverage); and shall cover liability arising from premises, operations, independent contractors, completed operations, personal injury, products, civil lawsuits, Title VII actions and liability assumed under an insured contract (including the tort liability of another assumed in a business contract).

Business Automobile Liability Insurance

- 1) Minimum Limit required: **\$300,000.00** Each Occurrence for bodily injury and property damage.
- 2) Coverage shall be for "any auto" (including owned, non-owned and hired vehicles).
The policy shall be written on ISO form CA 00 01 or a substitute providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage.

Professional Liability Insurance

- 1) Minimum Limit required: **\$ Waived** Each Claim
- 2) Retroactive date: Prior to commencement of the performance of the contract
- 3) Discovery period: Three (3) years after termination date of contract.
- 4) A certified copy of this policy may be required.

Umbrella or Excess Liability Insurance

- 1) May be used to achieve the above minimum liability limits.
- 2) Shall be endorsed to state it is "As Broad as Primary Policy"

Commercial Crime Insurance

Minimum Limit required: **\$Waived** Per Loss for Employee Dishonesty

This insurance shall be underwritten on a blanket form amending the definition of "employee" to include all employees of the Vendor regardless of position or category.

Performance Security

Amount required: **\$ Waived**

- 1) Security may be in the form of surety bond, Certificate of Deposit or Treasury Note payable to the State of Nevada, only.
- 2) The security shall be deposited with the contracting State agency no later than ten (10) working days following award of the Contract to Contractor.
- 3) Upon successful Contract completion, the security and all interest earned, if any, shall be returned to the Contractor.

General Requirements:

- a. **Additional Insured:** By endorsement to the general liability insurance policy evidenced by Contractor, ***The State of Nevada, (the agency), its officers, employees and immune contractors*** as defined in NRS41.0307 shall be named as additional insureds for all liability arising from the Contract.
- b. **Waiver of Subrogation:** Each liability insurance policy shall provide for a waiver of subrogation as to additional insureds.
- c. **Cross-Liability:** All required liability policies shall provide cross-liability coverage as would be achieved under the standard ISO separation of insureds clause.
- d. **Deductibles and Self-Insured Retentions:** Insurance maintained by Contractor shall apply on a first dollar basis without application of a deductible or self-insured retention unless otherwise specifically agreed to by the State. Such approval shall not relieve Contractor from the obligation to pay any deductible or self-insured retention. Any deductible or self-insured retention shall not exceed \$5,000 per occurrence, unless otherwise approved by the Risk Management Division.

- e. Policy Cancellation: Except for ten days notice for non-payment of premium, each insurance policy shall be endorsed to state that; without thirty (30) days prior written notice to the State of Nevada, c/o Contracting Agency, the policy shall not be canceled, non-renewed or coverage and /or limits reduced or materially altered, and shall provide that notices required by this paragraph shall be sent by certified mailed to the address shown below.
- f. Approved Insurer: Each insurance policy shall be:
 - 1) Issued by insurance companies authorized to do business in the State of Nevada or eligible surplus lines insurers acceptable to the State and having agents in Nevada upon whom service of process may be made, and
 - 2) Currently rated by A.M. Best as "A- VII" or better.

Evidence of Insurance:

Prior to the start of any Work, Contractor must provide the following documents to the contracting State agency:

- 1) Certificate of Insurance: The Acord 25 Certificate of Insurance form or a form substantially similar must be submitted to the State to evidence the insurance policies and coverages required of Contractor.
- 2) Additional Insured Endorsement: An Additional Insured Endorsement (CG20 10 or C20 26) , signed by an authorized insurance company representative, **must** be submitted to the State to evidence the endorsement of the State as an additional insured per General Requirements, Subsection a above.
- 3) Schedule of Underlying Insurance Policies: If Umbrella or Excess policy is evidenced to comply with minimum limits, a copy of the Underlyer Schedule from the Umbrella or Excess insurance policy may be required.

Review and Approval: Documents specified above must be submitted for review and approval by the State prior to the commencement of work by Contractor. Neither approval by the State nor failure to disapprove the insurance furnished by Contractor shall relieve Contractor of Contractor's full responsibility to provide the insurance required by this Contract. Compliance with the insurance requirements of this Contract shall not limit the liability of Contractor or its sub-contractors, employees or agents to the State or others, and shall be in addition to and not in lieu of any other remedy available to the State under this Contract or otherwise. The State reserves the right to request and review a copy of any required insurance policy or endorsement to assure compliance with these requirements.

Mail all required insurance documents to the Contracting Agency identified on page one of the contract.

- 17. COMPLIANCE WITH LEGAL OBLIGATIONS. Contractor shall procure and maintain for the duration of this Contract any state, county, city or federal license, authorization, waiver, permit, qualification or certification required by statute, ordinance, law, or regulation to be held by Contractor to provide the goods or services required by this Contract. Contractor will be responsible to pay all taxes, assessments, fees, premiums, permits, and licenses required by law. Real property and personal property taxes are the responsibility of Contractor in accordance with NRS 361.157 and 361.159. Contractor agrees to be responsible for payment of any such government obligations not paid by its subcontractors during performance of this Contract. The State may set-off against consideration due any delinquent government obligation in accordance with NRS 353C.190.
- 18. WAIVER OF BREACH. Failure to declare a breach or the actual waiver of any particular breach of the Contract or its material or nonmaterial terms by either party shall not operate as a waiver by such party of any of its rights or remedies as to any other breach.

19. SEVERABILITY. If any provision contained in this Contract is held to be unenforceable by a court of law or equity, this Contract shall be construed as if such provision did not exist and the nonenforceability of such provision shall not be held to render any other provision or provisions of this Contract unenforceable.

20. ASSIGNMENT/DELEGATION. To the extent that any assignment of any right under this Contract changes the duty of either party, increases the burden or risk involved, impairs the chances of obtaining the performance of this Contract, attempts to operate as a novation, or includes a waiver or abrogation of any defense to payment by State, such offending portion of the assignment shall be void, and shall be a breach of this Contract. Contractor shall neither assign, transfer nor delegate any rights, obligations or duties under this Contract without the prior written consent of the State.

21. STATE OWNERSHIP OF PROPRIETARY INFORMATION. Any reports, histories, studies, tests, manuals, instructions, photographs, negatives, blue prints, plans, maps, data, system designs, computer code (which is intended to be consideration under the Contract), or any other documents or drawings, prepared or in the course of preparation by Contractor (or its subcontractors) in performance of its obligations under this Contract shall be the exclusive property of the State and all such materials shall be delivered into State possession by Contractor upon completion, termination, or cancellation of this Contract. Contractor shall not use, willingly allow, or cause to have such materials used for any purpose other than performance of Contractor's obligations under this Contract without the prior written consent of the State. Notwithstanding the foregoing, the State shall have no proprietary interest in any materials licensed for use by the State that are subject to patent, trademark or copyright protection.

22. PUBLIC RECORDS. Pursuant to NRS 239.010, information or documents received from Contractor may be open to public inspection and copying. The State will have the duty to disclose unless a particular record is made confidential by law or a common law balancing of interests. Contractor may label specific parts of an individual document as a "trade secret" or "confidential" in accordance with NRS 333.333, provided that Contractor thereby agrees to indemnify and defend the State for honoring such a designation. The failure to so label any document that is released by the State shall constitute a complete waiver of any and all claims for damages caused by any release of the records.

23. CONFIDENTIALITY. Contractor shall keep confidential all information, in whatever form, produced, prepared, observed or received by Contractor to the extent that such information is confidential by law or otherwise required by this Contract.

24. FEDERAL FUNDING. In the event federal funds are used for payment of all or part of this Contract:

a. Contractor certifies, by signing this Contract, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency. This certification is made pursuant to the regulations implementing Executive Order 12549, Debarment and Suspension, 28 C.F.R. pt. 67, § 67.510, as published as pt. VII of the May 26, 1988, Federal Register (pp. 19160-19211), and any relevant program-specific regulations. This provision shall be required of every subcontractor receiving any payment in whole or in part from federal funds.

b. Contractor and its subcontractors shall comply with all terms, conditions, and requirements of the Americans with Disabilities Act of 1990 (P.L. 101-136), 42 U.S.C. 12101, as amended, and regulations adopted thereunder contained in 28 C.F.R. 26.101-36.999, inclusive, and any relevant program-specific regulations.

c. Contractor and its subcontractors shall comply with the requirements of the Civil Rights Act of 1964, as amended, the Rehabilitation Act of 1973, P.L. 93-112, as amended, and any relevant program-specific regulations, and shall not discriminate against any employee or offeror for employment because of race, national origin, creed, color, sex, religion, age, disability or handicap condition (including AIDS and AIDS-related conditions.)

25. LOBBYING. The parties agree, whether expressly prohibited by federal, State or local law, or otherwise, that no funding associated with this contract will be used for any purpose associated with or related to lobbying or influencing or attempting to lobby or influence for any purpose the following:

a. Any federal, state, county or local agency, legislature, commission, counsel or board;

b. Any federal, state, county or local legislator, commission member, counsel member, board member, or other elected official; or

c. Any officer or employee of any federal, state, county or local agency; legislature, commission, counsel or board.

26. WARRANTIES.

a. General Warranty. Contractor warrants that all services, deliverables, and/or work product under this Contract shall be completed in a workmanlike manner consistent with standards in the trade, profession, or industry; shall conform to or exceed the specifications set forth in the incorporated attachments; and shall be fit for ordinary use, of good quality, with no material defects.

b. System Compliance. Contractor warrants that any information system application(s) shall not experience abnormally ending and/or invalid and/or incorrect results from the application(s) in the operating and testing of the business of the State. This warranty includes, without limitation, century recognition, calculations that accommodate same century and multcentury formulas and data values and date data interface values that reflect the century. Pursuant to NRS 41.0321, the State is immune from liability due to any failure of any incorrect date being produced, calculated or generated by a computer or other information system.

27. PROPER AUTHORITY. The parties hereto represent and warrant that the person executing this Contract on behalf of each party has full power and authority to enter into this Contract. Contractor acknowledges that as required by statute or regulation this Contract is effective only

after approval by the State Board of Examiners and only for the period of time specified in the Contract. Any services performed by Contractor before this Contract is effective or after it ceases to be effective are performed at the sole risk of Contractor.

28. GOVERNING LAW; JURISDICTION. This Contract and the rights and obligations of the parties hereto shall be governed by, and construed according to, the laws of the State of Nevada, without giving effect to any principle of conflict-of-interest that would require the application of the law of any other jurisdiction. Contractor consents to the jurisdiction of the Nevada district courts for enforcement of this Contract.

29. ENTIRE CONTRACT AND MODIFICATION. This Contract and its integrated attachment(s) constitute the entire agreement of the parties and such are intended as a complete and exclusive statement of the promises, representations, negotiations, discussions, and other agreements that may have been made in connection with the subject matter hereof. Unless an integrated attachment to this Contract specifically displays a mutual intent to amend a particular part of this Contract, general conflicts in language between any such attachment and this Contract shall be construed consistent with the terms of this Contract. Unless otherwise expressly authorized by the terms of this Contract, no modification or amendment to this Contract shall be binding upon the parties unless the same is in writing and signed by the respective parties hereto and approved by the Office of the Attorney General and the State Board of Examiners.

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be signed and intend to be legally bound thereby.

| | | |
|---|---------------|---|
| _____ Independent Contractor's Signature | _____ Date | _____ Independent's Contractor's Title |
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| _____ Signature | _____ Date | _____ Title |
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| _____ Signature | _____ Date | _____ Title |
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| _____ Signature | _____ Date | _____ Title |
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Signature - Board of Examiners

APPROVED BY BOARD OF EXAMINERS

Approved as to form by:

On _____
(Date)

Deputy Attorney General for Attorney General

On _____
(Date)